

FILE

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

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PUBLIC UTILITIES COMMISSION

In the Matter of the Application of SBC Ohio )  
To Modify the General Terms & Conditions ) Case No. 03- 1952 -TP-ZTA  
Associated with Advance Payments & Deposits )

SBC OHIO'S REQUEST FOR WAIVER

SBC Ohio<sup>1</sup> ("SBC"), by its attorneys, seeks a waiver of Section 4901:1-6-17 of the Commission's rules in connection with the captioned application to change certain tariff terms and conditions related to customers who file for bankruptcy protection. This waiver is sought pursuant to Section 4901:1-6-06 of the Commission's rules.

Section 4901:1-6-17 generally provides for actual customer notice to be given in cases involving proposed changes in tariff terms and conditions. In this case, SBC Ohio proposes adding language to its tariff to clarify that it has the legal right under federal bankruptcy law to obtain adequate assurance of payment from customers that file for bankruptcy protection. The Company currently follows this practice, consistent with its rights under federal bankruptcy law. Federal bankruptcy law provides as follows:

11 USC § 366 Utility service

- (a) Except as provided in subsection (b) of this section, a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility for service rendered before the order for relief was not paid when due.
- (b) Such utility may alter, refuse, or discontinue service if

<sup>1</sup> SBC Ohio is a registered trade name for The Ohio Bell Telephone Company.

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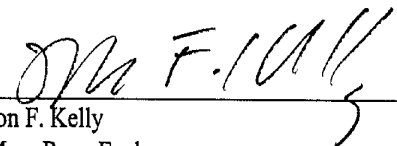
neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date. On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.

The Company's proposed tariff language is intended simply to confirm what is already the law. Similar language appears in the tariffs of other SBC local exchange carriers. The tariff amendment is of a minor, technical nature. Relatively few of the Company's customers seek bankruptcy protection. It would not make sense to provide customer notice of this minor change to the tariff terms and conditions to all of the Company's customers, who are generally unlikely to be impacted by it. However, it cannot be predicted which customers might be subject to the federal bankruptcy law's assurance of payment provision in the future. For those that might be affected, federal bankruptcy law already provides notice of the Company's rights in this regard. For these reasons, the Company does not believe customer notice of this proposed minor change would serve any useful purpose. Waiver of the customer notice requirement is therefore requested.

Respectfully submitted,

SBC Ohio

By:

  
\_\_\_\_\_  
Jon F. Kelly

Mary Ryan Fenlon

SBC

150 E. Gay St., Room 4-A

Columbus, Ohio 43215

(614) 223-7928

Its Attorneys